PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE AND ENTIRE CONTRACT. These purchase order terms and conditions (collectively, the "terms") shall constitute, on a continuing basis, the entire agreement between Quaker Chemical Corporation d/b/a Quaker Houghton and all of its Affiliates, as defined herein ("Quaker Houghton") and parties supplying raw materials, non-raw materials, purchases, and services ("Seller") with respect to materials, products, and services that are purchased by Quaker Houghton from Seller ("Materials") and shall supersede any sales order, acknowledgement, invoice, correspondence, or other document, or instrument, or oral agreement delivered by Seller. Seller's commencement of work on the Materials or shipment of Materials to Quaker Houghton, whichever occurs first, shall be deemed to constitute its acceptance of the terms set forth herein. The terms set forth herein shall be continuing terms and shall apply to any purchase order ("Purchase Order") submitted by Quaker Houghton for the purchase of Materials from Seller, whether submitted orally or in written form. No modification of, or addition to, or waiver of any of the terms set forth herein will be effective unless expressly agreed to by the parties, and in no event shall such modification, addition, or waiver affect any rights of Quaker Houghton accrued prior thereto. No modification shall be affected by the acknowledgement, receipt, or acceptance of any sales order or other document containing other or different terms or conditions. No course of prior dealings between the parties or usage of trade shall be relevant to give particular meaning to or to supplement or to qualify any of the terms hereof. No proposal for additional or different terms or conditions or any attempt by Seller to vary, in any degree, any of the terms or conditions of any Purchase Order shall operate as a rejection of the terms set forth herein. If a Purchase Order is deemed to accept a prior offer by Seller, such acceptance is limited to acceptance of exclusively the express terms contained herein, any additional or conflicting terms proposed by Seller, whether in an acknowledgment, invoice or otherwise, are hereby expressly rejected and shall be of no effect unless expressly agreed to in writing by Quaker Houghton. "Affiliate" shall mean, a natural person or legal entity, an individual, trust, business trust, joint venture, partnership, corporation, association or any other entity that (directly or indirectly) is controlled by, controls, or is under common control with another natural person or legal entity. For purposes of this definition, the term "control" (including, with correlative meanings, the term "controlled by" and "under common control with") as used with respect to any natural person or legal entity, shall mean the possession (directly or indirectly) of power to direct or cause the direction of the management or policies of such natural person or legal entity.

2. DELIVERY AND RISK OF LOSS. The shipment date of the Materials shall be specified in the Purchase Order. Seller shall notify Quaker Houghton promptly of any conditions affecting the delivery date, including conditions affecting both late and early delivery. The specific quantity of Materials ordered must be delivered in full and may not be changed without Quaker Houghton's prior consent. Quaker Houghton may, at its sole option, accept or return deliveries that vary from the specified delivery date or quantities, except for partial shipments authorized explicitly by Quaker Houghton. Any unauthorized quantity will be received, subject to Quaker Houghton's right of rejection and on Quaker Houghton's sole discretion, and either accepted or returned to Seller at Seller's risk and expense, including delivery charges both to and from the original destination. Unless otherwise specified on the Purchase Order and/or mutually agreed upon by the Parties. Shipments sent C.O.D. without Quaker Houghton's prior written consent will not be accepted and will be made at Seller's risk. Regardless of the delivery term specified in the Purchase Order, the risk of loss shall not pass until the specific quantities of the Materials ordered are actually received by Quaker Houghton or by a third party at Quaker Houghton's direction, whether or not the Materials are held by a bailee to be delivered without being moved, and until the Materials have been accepted by Quaker Houghton in accordance with the terms of Paragraph 5 hereof. Incoterms shall be interpreted in accordance with Incoterms® 2020. Unless otherwise expressly agreed in writing, the default Incoterm for all domestic and international shipments shall be DDP. Any deviation from DDP must be expressly approved in writing and documented through a specific contract or approved addendum. The agreed Incoterm shall govern the allocation of costs, responsibilities, title transfer and risk of loss between the parties. If Materials are received at their destination in a damaged condition and a claim for such damage is denied by the carrier on the basis that such damage was attributable to Seller, Seller shall replace or repair such damaged Materials at no cost to Quaker Houghton.

3. DELAYS. Time is of the essence in the performance of each Purchase Order and it is expressly understood by Seller that Quaker Houghton is relying on timely performance by Seller and will incur obligations to third parties in reliance upon timely performance by Seller and may sustain substantial losses by reason of any failure of timely performance by Seller. If delivery of the Materials is not completed within the time period(s) specified in the Purchase Order, Quaker Houghton reserves the right, without liability, in addition to all of its other rights and remedies at law, equity, or otherwise, to charge Seller for any overtime costs associated with late delivery of materials as well as the right to cancel the Purchase Order by notice effective when received by Seller as to Materials not yet shipped. If it becomes necessary to purchase

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substitute materials elsewhere to meet the requirements of Quaker Houghton's customers, Quaker Houghton reserves the right to charge Seller in an amount equal to the excess of the purchase price for any replacement goods over the purchase price. Further, if Quaker Houghton has indicated in the Purchase Order that Quaker Houghton is relying on timely delivery in order to supply a Quaker Houghton customer, then, in addition, Quaker Houghton reserves the right to charge Seller in an amount equal to any loss claim made by any third party against Quaker Houghton because of late delivery. Seller shall furnish to Quaker Houghton as promptly as reasonably possible all available information regarding possible delays in the production or delivery of the Materials to be furnished, and such information may be communicated orally or in written form.

4. PACKAGING AND IDENTIFICATION OF SHIPMENTS. Materials shall be packaged and shipped in accordance with professional standards exceeding or at least conforming to industry-wide shipping practices, and Seller shall be responsible for packing the Materials for shipment or storage in such manner as will ensure safe delivery to Quaker Houghton or Quaker Houghton's customer. No charge shall be made by Seller for packing, crating, boxing, shipping, or storage unless otherwise stated in the Purchase Order. If Quaker Houghton does not specify the carrier and Quaker Houghton is to be charged for shipping, Materials shall be packed in standard commercial containers capable of safe delivery to Quaker Houghton or Quaker Houghton's customer at the lowest lawful overland transportation rates. Packing slips must be included in all containers. All items, packages, drums, cases, bundles, etc., or their respective containers, shall be marked with material code or description and with Quaker Houghton's Purchase Order number. Materials shall be adequately insulated and protected from impact and weather damage. Original bills of lading must be mailed to Quaker Houghton with invoice on date of shipment.

5. ACCEPTANCE AND INSPECTION. All Materials to be furnished shall be subject to inspection, test, and approval by Quaker Houghton, and Quaker Houghton will accept the Materials only after sufficient tests and inspections have been made to determine that the Materials meet all the requirements of the Purchase Order as specifically set forth therein. Seller shall provide prompt written notice to Quaker Houghton prior to making any unilateral change to the Material, including, but not limited to; changes to specifications, quality control, method of production, sub-suppliers, chemical composition, raw material substitutions, use of functional equivalents, testing, substances used in the production of materials. If such inspection and tests show the Materials or any part thereof not to be as specified in the Purchase Order, Quaker Houghton may reject such Materials, and, if rejected, such Materials will be returned to Seller at Seller's risk and expense. Seller will bear all costs of inspecting, replacing, or correcting any Materials furnished by Seller that are properly rejected and returned to Seller. If Seller fails to replace or repair the rejected Materials, then Quaker Houghton may have said Materials replaced or corrected and charge to Seller the additional costs incurred in addition to any other remedies available to Quaker Houghton at law, in equity or otherwise. Materials supplied in quantities that exceed those required by the Purchase Order may be refused and returned at Seller's expense. If Materials are supplied in quantities that do not meet the requirements of the Purchase Order, Quaker Houghton may either elect to accept the quantity delivered as fulfillment of the Purchase Order or Quaker Houghton may require Seller to deliver the balance of the Materials specified by this Purchase Order. Quaker Houghton shall be allowed access to Seller's facilities to inspect workmanship, perform quality audits, observe tests and inspection, expedite manufacture, and obtain required information relating to the Materials and Seller hereby agrees to cooperate fully in any post-delivery investigations or testing at Quaker Houghton's request. Inspection, testing, acceptance or payment shall not constitute final acceptance and shall not limit or waive any rights or remedies of Quaker Houghton for latent defects or non-conformities discovered after delivery.

6. PAYMENT. Unless otherwise mutually agreed upon or restricted by applicable local law or regulations, accurate invoices shall be paid within net sixty (60) days after all Materials ordered have been received, inspected, and accepted at the destination or receipt of the invoice, whichever is later, unless shorter terms are required by local regulations. Quaker Houghton does not waive the right to deduct any usual cash discount. For any portion of the Materials that does not conform to the requirements of the Purchase Order, a corresponding portion of the purchase price may, at Quaker Houghton's option, be withheld until such nonconformance is corrected. Payment by Quaker Houghton shall not act as an acceptance or forfeit Quaker Houghton's right to inspect the Materials and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude Quaker Houghton from pursuing any other rights or remedies it may have at law, in equity or otherwise. All invoices shall include Quaker Houghton's Purchase Order number and RM code number if billing is for a raw material. If Quaker Houghton makes any deposit or prepayment on account of Materials that have not been shipped, Seller grants to Quaker Houghton a security interest, as that term is defined in the Uniform Commercial Code, in such goods and in the raw materials and supplies to be used to manufacture the same, and Seller agrees to and shall execute, deliver, and bear the filing costs of all documents necessary and appropriate to evidence and perfect said security interest including, but not limited to, appropriate financing statements. Quaker Houghton and its Affiliates shall at all times have the right to set-off any amounts that Quaker Houghton or an Affiliate owes to Seller per the terms herein. Seller acknowledges and agrees that any amount to be paid by Quaker Houghton to Seller may be paid on Quaker Houghton's behalf by another Affiliate and/or a third party designated by Quaker Houghton. Seller shall treat such payment as if it were made by Quaker Houghton itself and Quaker Houghton's obligation to pay to Seller shall automatically be satisfied and discharged in the amount paid by such entity or third party.

7. PRICE. If price is not shown in the Purchase Order, it is agreed that Materials shall be billed at the price last quoted or paid or the prevailing market price, whichever is lower. Seller represents that the price charged for the Materials

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covered by the Purchase Order is not and will not be in excess of the maximum prices established by law and are the lowest prices charged by Seller to purchasers of a class similar to Quaker Houghton under conditions similar to those specified in this Purchase Order. The Purchase Order price for the Materials shall be inclusive of all applicable sales and use taxes, duties, tariffs, excises, import/export duties and all taxes, assessments, licenses, fees, and other charges whether imposed by any federal, state, or local government or foreign government or body imposed or hereinafter increased on the sale, use, production, delivery, or transportation of the Materials whether or not such taxes are imposed upon Quaker Houghton by law; provided, however, that each of the foregoing shall be separately itemized.

8. WARRANTIES. (a) Seller warrants that it has good title to the Materials to be furnished under each Purchase Order, free from any lien, security interest, or other encumbrance; that the Materials to be furnished will be in full conformity with all requirements of the Purchase Order including, but not limited to, the specifications submitted by Quaker Houghton (and/or submitted to Quaker Houghton by Seller and accepted by Quaker Houghton) and any sample, design, or model from which Materials were ordered; will be free from all defects, including defects in material, design, and workmanship and will be merchantable; and will be fit and sufficient for their intended use and purpose, including any special requirements of Quaker Houghton which have been disclosed to Seller. Seller warrants that the Materials will be adequately labelled and will conform to statements of fact made on the containers and labels, and further warrants that the sale or use of the Materials to be furnished will not infringe upon or contribute to the infringement of any trademark, patent, or other intellectual property rights or interest not properly possessed by Seller. Any services to be provided as part of the Purchase Order shall be provided by Seller in a workmanlike, efficient, and safe manner and will conform to those standards generally accepted in the industry. Any exclusions of any such warranties by Seller shall be void and of no effect. These warranties shall be in addition to all other express warranties given by Seller to Quaker Houghton. Seller agrees that the foregoing warranties shall survive delivery of the Materials and will not be waived or in any way limited by reason of Quaker Houghton's inspection or acceptance or payment thereof by Quaker Houghton. Seller shall maintain all required quality certifications applicable to the Goods and Services. Seller shall notify Quaker Houghton sufficiently in advance of any changes in components, raw materials, manufacturing processes, production locations, sub-suppliers or test methods that may affect the Goods or Services. Any such changes shall be subject to Quaker Houghton's prior written approval. Quaker Houghton reserves the right to audit, inspect and pre-approve Seller's facilities and processes as reasonably necessary. Quaker Houghton may impose additional quality requirements upon written notice. (b) Seller shall, at its sole expense and promptly after notification by Quaker Houghton, correct or replace Materials not conforming to the above warranties. Quaker Houghton shall have the right to use such defective Materials until such Materials are removed from operation for correction or replacement. In the event Quaker Houghton incurs any costs as a result of such nonconforming Materials, such cost(s) will be reimbursed to Quaker Houghton by Seller on demand. (c) Seller agrees to indemnify, and hold harmless Quaker Houghton and its successors and assigns, and any of its or their agents, affiliates and customers and the users of any Materials (the "Indemnified Parties"), from and against all claims, allegations, actions, damages, losses, liabilities, costs, settlement amounts, judgments, decrees, and expenses (including attorneys' fees, and defense, investigative and court costs) that may be asserted against, incurred or suffered by the Indemnified Parties by virtue of (i) Seller's breach of any of warranties or representations contained herein (including, without limitation, those set forth in Paragraph 12); (ii) Seller's breach of any express warranty or representation made by Seller outside these terms; (iii) any product liability or similar claim based upon exposure to any Materials supplied by Seller; (iv) any claim related to work performed on Quaker Houghton's premises by Seller's employees, agents, or other representatives; and, (v) any claim for infringement of any intellectual or proprietary right or interest. If requested by Quaker Houghton, Seller shall, at its own expense, defend against any such action.

9. CHANGES. Quaker Houghton reserves the right at any time to make changes in any one or more of the following: (i) methods of shipment or packing; (ii) place of delivery; and (iii) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of the Purchase Order, a mutually agreed upon equitable adjustment shall be made in the Purchase Order price or delivery schedule or both. Any claim by Seller for adjustment under this clause shall be deemed to be waived unless promptly asserted by Seller. No such change shall be binding on Quaker Houghton unless evidenced in a writing, issued and signed by Quaker Houghton.

10. CANCELLATION. Quaker Houghton reserves the right to cancel entirely or to reduce the quantity of Materials covered by the Purchase Order with or without cause by telephone instructions, electronic delivery, delivery, by mailing, or telecopying written notice of cancellation to Seller specifying the extent of such cancellation. Upon a cancellation by Quaker Houghton for convenience, Quaker Houghton's exclusive liability, if any, shall be limited to paying Seller, to the extent unpaid, the lesser of: (i) the purchase price for the cancelled portion of the Purchase Order, or (ii) the actual costs (exclusive of profits) incurred by Seller and properly attributed under generally accepted accounting principles to the cancelled portion of this Purchase Order plus a sum, as profit, bearing the same ratio that the profit hereunder bears to the entire amount of work to be done by Seller under the Purchase Order. If Seller makes commitments for or commences manufacture of procurement of Materials in advance of the time necessary to permit shipment on time to meet delivery dates then, in computing Seller's actual costs hereunder, no amounts shall be included on account of any such advance commitments or manufacture. For purposes of this provision, Seller's costs shall only include reasonable and unavoidable disbursements and expenses that Seller has incurred or becomes obligated to pay prior to the date of notice of cancellation exclusive, however, of any indirect or overhead expenses of Seller not directly attributable to work actually performed or Materials

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actually ordered as of the date of receipt of notice of cancellation, and such costs shall be reduced by the reasonable resale value of the Materials manufactured, obtained, or ordered to become an integral part of the performance under this Purchase Order.

11. TERMINATION. At any time after the acceptance of the Purchase Order, Quaker Houghton shall have the absolute right to terminate the Purchase Order, in whole or in part, without liability to Seller whatsoever, upon the occurrence of a material breach of the Purchase Order by Seller. QUAKER HOUGHTON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. UNLESS OTHERWISE STATED, THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION ACTIONS ARISING OUT OF TORT OR CONTRACT LAW. UNLESS OTHERWISE PROHIBITED BY LAW, THE MAXIMUM AGGREGATE LIABILITY FOR WHICH QUAKER HOUGHTON MAY BE LIABLE UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS ACTUALLY PAID OR PAYABLE TO SELLER HEREUNDER.

12. COMPLIANCE WITH LAWS; SUPPLIER CODE OF CONDUCT. The Materials shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities in effect as of the date of acceptance. Seller represents that it has complied and, in fulfilling the Purchase Order, it will continue to comply with the provisions of all applicable federal, state, and local laws, rules and regulations including without limitation those relating to labor relations, hazardous materials, or other environmental matters , and agrees, upon request, to furnish Quaker Houghton with a certificate to such effect and in such form as Quaker Houghton may from time to time require and to appropriately label all Materials in the manner required by all such applicable laws. Seller agrees to furnish Quaker Houghton with a Material Safety Data Sheet in connection with the Materials and the relevant ingredients thereof pursuant to a Purchase Order and any other disclosures required by applicable federal, state, or local law, regulation or standard. If the Purchase Order is a subcontract under a government contract, Seller agrees that all terms required by applicable law or by the applicable government contract to be included in the Purchase Order are hereby deemed to be incorporated by reference into this Purchase Order. Quaker Houghton affirms and advises Seller that it purchases goods and services solely on the basis of quality, price, delivery, and service, and Seller acknowledges its understanding of the same. Seller warrants that it been furnished with and fully complies with Quaker Houghton's Supplier Code of Conduct, available at https://home.quakerhoughton.com/supplier-code-of-conduct/ . Seller hereby acknowledges and accepts the Quaker Houghton Supplier Code of Conduct, which may be modified by Quaker Houghton from time to time.

13. TSCA, REACH, and PCBs. Seller certifies that, as it relates to the Materials furnished under the Purchase Order, and as applicable: (a) all chemical substances subject to the U.S. Toxic Substances Control Act of 1976 ("TSCA") supplied to Quaker Houghton in the United States are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; and, (b) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) supplied to Quaker Houghton in Europe have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemptions for such registration; and that (c) no polychlorinated biphenyls ("PCBs") are present in any materials provided to Quaker Houghton, or are present only due to the inadvertent manufacture or import thereof, and Seller has complied with all PCB regulations.

14. MANDATORY E-COMMERCE, SUPPLIER PORTAL PARTICIPATION. Supplier acknowledges and agrees that Quaker Houghton requires all procurement, purchase order, order confirmation, advance shipping notice (if applicable), invoicing, payment status inquiries, catalog management (if applicable), and other designated procurement-related transactions to be conducted electronically through Quaker Houghton's designated and approved supplier portal, network, or procure-to-pay platform ("Supplier Portal"). Supplier shall, at its own expense, register for, maintain, and utilize the Supplier Portal and shall comply with all reasonable technical, operational, security, and administrative requirements necessary to support electronic transactions through the Supplier Portal. Supplier shall:

i. Accept and acknowledge purchase orders through the Supplier Portal;
ii. Submit invoices exclusively through the Supplier Portal unless Quaker Houghton expressly authorizes an alternative invoicing method in writing;
iii. Maintain accurate supplier profile, banking, tax, and contact information within the Supplier Portal;
iv. Respond to sourcing events, questionnaires, compliance requests, and supplier performance reviews through the Supplier Portal when requested by Quaker Houghton; and
v. Cooperate with Quaker Houghton in implementing electronic integrations, including cXML, EDI, API, or other approved electronic connectivity methods when reasonably required.

Failure to register for, maintain access to, or transact through the Supplier Portal may result in delayed processing of purchase orders, invoices, or payments, and may constitute a material breach of these terms if not cured within thirty (30) days after written notice from Quaker Houghton. Quaker Houghton reserves the right to modify, replace, or upgrade its Supplier Portal from time to time. Supplier shall reasonably cooperate with any transition to a successor platform and implement any required changes within the timeframe specified by Quaker Houghton. No invoice submitted outside the approved Supplier Portal shall be deemed properly received or eligible for payment unless Quaker Houghton Accounts Payable has specifically authorized an alternative submission method in writing.

15. GOVERNING LAW AND JURISDICTION. The terms hereof should be incorporated in each Purchase Order and shall

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be deemed to be between merchants, and all issues arising in connection with the Purchase Order shall be construed and enforced in accordance with the laws of the state or country where the registered office of the Quaker Houghton Affiliate issuing the Purchase Order is located or the governing law chosen by such Quaker Houghton Affiliate. The conflict of law provisions of the governing law and the United Nations Convention on Contracts for the International Sale of Goods are excluded.

16. PROTECTION OF PROPRIETARY INTERESTS. Seller hereby acknowledges that all material and information, including any laboratory, formulation, marketing, or application technology or other information which has or will come into its possession or knowledge in connection with the Purchase Order or the performance hereof, consists of confidential and proprietary data whose use by or disclosure to third parties may be damaging to Quaker Houghton. Seller therefore agrees to hold such material and information in the strictest confidence, and not to disclose or otherwise make any use thereof any material or information (other than to further the performance of these terms or a Purchase Order). Seller shall maintain the confidentiality and proprietary interest of such material and information and shall be responsible for all employees', agents', subcontractors' and vendors' compliance with these terms. All the foregoing restrictions shall survive, without limitation, any termination of any Purchase Order. Any material and information that Seller elects to disclose to Quaker Houghton regarding its products or methods of manufacture while negotiating or performing this Purchase Order may be utilized by Quaker Houghton, unless otherwise agreed in writing.

17. INDEMNITY. To the greatest extent permitted by law, Supplier shall indemnify and hold harmless Quaker Houghton, and their respective officers, employees, directors, and agents against all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and disbursements) to the extent they arise from, or may be attributable to, any (a) breach of this Order by Supplier or (b) the negligence, gross negligence or willful misconduct of Supplier or any of its employees, agents or subcontractors in the performance of this Order.

18. INSURANCE. Seller shall carry and maintain as active at least the following insurances and amounts (or foreign equivalent thereof): (1) for all its employees providing the Materials hereunder, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable law which may be applicable to those employees; (2) its normal and customary commercial general liability insurance coverage and policy limits or at least two million dollars ($2,000,000.00 USD), whichever is greater, providing coverage for injury, death or property damage resulting from each occurrence; and (3) automobile liability insurance covering owned, non-owned, and rented automotive equipment with policy limits of at least one million dollars ($1,000,000.00 USD) coverage for injury, death or property damage resulting from each accident. Seller agrees to furnish proof of compliance with this provision upon Quaker Houghton's demand. The policies must name Quaker Houghton as an additional named insured. Quaker Houghton may specify additional or different requirements.

19. DATA PRIVACY. Quaker Houghton will collect and process personal data in compliance with the General Data Protection Regulation ("GDPR") and applicable privacy laws in accordance with its Privacy Notice, available on its website at https://home.quakerhoughton.com/privacy-policy/. Seller hereby acknowledges and accepts the Quaker Houghton Privacy Notice, which may be modified by Quaker Houghton from time to time.

20. AUDIT. The Purchase Order and all payments received hereunder shall be subject to audit by Quaker Houghton or any authorized representatives acting on Quaker Houghton's behalf. Seller shall comply with all reasonable requests by Quaker Houghton in this regard and shall provide all records and information as requested by Quaker Houghton.

21. BANKRUPTCY OR INSOLVENCY. The Seller shall promptly notify Quaker Houghton in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of the Seller or any of its subcontractors or suppliers. If Seller enters into any voluntary or involuntary receivership bankruptcy or insolvency proceedings, any or all unfulfilled Purchase Orders may be immediately cancelled at Quaker Houghton's option.

22. ENTIRE AGREEMENT. This Purchase Order contains the entire agreement and understanding between Quaker Houghton and the Seller as to the subject matter of this Purchase Order and supersedes all prior agreements, commitments, representations, and discussions between Quaker Houghton and the Seller pertaining to any Purchase Order. The attempted modification or amendment of any Purchase Order will not be binding on Quaker Houghton unless such modification or amendment is agreed to by Quaker Houghton and confirmed by both parties.

23. NON-WAIVER. The rights, powers, privileges, and remedies of Quaker Houghton herein reserved shall be cumulative and in addition to any other or further rights, powers, privileges, and remedies provided at law or in equity, including those contained in the applicable Uniform Commercial Code. Quaker Houghton shall have the maximum period provided by law within which to pursue any remedy. The failure of Quaker Houghton to enforce any of the terms or to exercise any right or privilege in this Purchase Order shall not be construed as a waiver of any such terms or right or privilege, and the same shall continue and remain in force and effect as if no such failure to enforce or exercise had occurred. No waiver by Quaker Houghton shall be valid unless expressly stated to be a written waiver in an amendment hereto.

24. ASSIGNMENT. No right or interest in any Purchase Order shall be assigned by Seller without the prior written permission of Quaker Houghton and no delegation of any obligation owed by Seller shall be made without the prior written permission of Quaker Houghton. Any such attempted assignment or delegation shall be wholly void and totally ineffective. Consent shall not relieve Seller from its obligations under this Purchase Agreement.

25. NOTICES. Unless otherwise stated herein, any notice pertaining to any Purchase Order shall be given to Quaker

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Houghton or to Seller as appropriate at their respective addresses appearing in this Purchase Order, which notice may be given orally or in written form and confirmed in writing and sent by registered or certified mail, postage prepaid.

26. SEVERABILITY. If any provision or paragraph hereof is determined to be illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph hereof or of any Purchase Order.

27. INDEPENDENT CONTRACTOR. Seller and Quaker Houghton each acknowledge that it is an independent contractor and neither is an agent, partner nor joint venturer of the other. Neither Seller nor Quaker Houghton shall have any authority to bind or otherwise obligate the other party in any manner, nor shall either party represent to anyone that it has a right to do so.

28. SURVIVAL. The rights and obligations hereunder that, by their nature and context, are intended to survive shall so survive the termination, cancellation, completion or expiration of the Agreement. Such surviving rights and obligations include, without limitation, provisions hereunder regarding confidentiality, warranties, limitations on liability, indemnification, and intellectual property.

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